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IN THE CIRCUIT COURT OF COVINGTON COUNTY, ALABAMA

STATE OF ALABAMA,

PLAINTIFF,

VS.

CASE NO. CC-03-187

LAYRIE EARL JONES,

DEFENDANT.

FILED IN OFFICE

JUN 1 3 2003

ORDER

Upon consideration of the motion of the prosecutor seeking a revocation of the defendant's bond, the motion stating with particularity certain facts and circumstances alleged to constitute a material breach of the mandatory conditions of the defendant's release, it is hereby ORDERED that the defendant be forthwith arrested and brought before this Court for a hearing on revocation or modification of the release order, pursuant to Rule 7, Ala.R.Crim.P. A copy of the motion shall be served with this warrant, and the defendant shall be brought before the Court for a hearing within 72 hours of his arrest.

The Clerk shall furnish a copy hereof unto the District Attorney and unto the defendant's attorney, if any. Done and Ordered this the 13th day of 100, 2003.

1005 Barnes 81, 60730

Covington County Jail

signature

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ALABAMA JUDICIAL DATA CENTER AND JURY OF COVINGTON CONTY WARRANT OF ARREST

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DEFENDANT IS ORDERED TO APPEAR IN CIRCUIT COURT FOR APPOINTMENT OF COUNSEL ON MARCH 5, 2003, AT 9:00 AM

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COVERTON COUNTY SHEALFF'S DEPT.

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IN THE CIRCUIT COURT OF COVINGTON COUNTY, ALABAMA

STATE OF ALABAMA.

PLAINTIFF.

FILED IN OFFICE

VS.

CASE NO. CO 6 To 3- 18 2003

LARYIE EARL JONES.

Pin A Prime

DEFENDANT.

MOTION FOR REVOCATION OF RELEASE ON BOND

Comes now the State of Alabama, by and through its Chief Assistant District Attorney, Greg L. Gambril, and moves this Honorable Court pursuant to Rule 7.5 of the Alabama Rules of Criminal Procedure to revoke Defendant's bond and as grounds therefore states the following:

- 1. On or about September 17, 2002, the defendant was arrested in the above-styled cause on the charge of Unlawful Possession of a Controlled Substance and Unlawful Possession of Drug Paraphernalia and was subsequently released. He was later indicted. One of the conditions of his release was that he refrain from committing any criminal offense. Rule 7.3(a)(1), A.R.Crim.P.
- 2. Since being released on bond, the defendant has been charged with and arrested on new charges of Unlawful Possession of a Controlled Substance and Unlawful Possession of Drug Paraphernalia. A brief statement of the facts from which the new charge arises is as follows, to-wit: On or about June 11, 2003, Opp Police went to the defendant's residence to serve him with an arrest warrant. During a search conducted pursuant to the arrest, officers discovered a metal tube smoking device bearing cocaine residue. After being advised of his Miranda rights, the defendant confessed that the pipe was his and that it was used to smoke crack.1

¹The State previously filed to revoke his bond based on this new charge. When he was brought before the Court for appointment of counsel on the indictment, the defendant advised the Court that he was serving time on another offense. At that time, the State withdrew its motion to revoke bond as it was moot. The Court granted this motion. The

Wherefore, the State requests that a warrant of arrest be issued against the defendant and hearing held, as provided by law, to determine if defendant's bond should be revoked in the abovestyled matter.

Respectfully submitted this the 30th day of October, 2003.

GREG L. GAMBRIL

CHIEF ASST. DISTRICT ATTORNEY

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing pleading has been served upon the defendant and/or counsel for all parties to this proceeding by mailing the same to each by First Class United States Mail, properly addressed and postage prepaid or by personal service on this the 30th day of October,

State has since learned that this is not true and that the defendant has since posted bond. The State now renews its motion to revoke bond on the above grounds.

²This charge was not included in the State's previous motion to revoke bond.

69 ALABAMA JUDICIAL INFORMATION CENTER

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IN THE CIRCUIT COURT OF COVINGTON COUNTY, ALABAMA

STATE OF ALABAMA,

PLAINTIFF,

VS.

CASE NO. CC-2003-187

LARYIE EARL JONES,

DEFENDANT.

ORDER

This cause came on for hearing pursuant to Rule 7.5 of the Alabama Rules of Criminal Procedure in order to determine if the defendant's bond should be revoked.

Defendant was personally present and represented by his attorney of record, Hon. Grady Lanier. The Court took the evidence, and upon consideration thereof the Court finds there is probable cause to believe that the defendant violated the condition of his release imposed by Rule 7.3(a)(2), A.R.Cr.P., by committing a new offense while on bond, all as alleged by the prosecutor's motion. Specifically, there is probable cause to believe that the defendant did, while on said bond, and on or about 05/14/03, commit the new offense of Unlawful Possession of Drug Paraphernalia by having on his person a crack pipe fashioned from a metal tube.

It is therefore ORDERED and ADJUDGED that defendant's bond is revoked, that his bondsmen are exonerated, and that he shall be held in custody pending trial.

DONE and ORDERED this 24th day of November, 2003.

ASHLEY MCKATHAN

CIRCUIT JUDGE

FILED IN OFFICE

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THE CINCUIT COURT OF COURT OF			07834-MEA5-31			JITFREERK190%		age 10 of 10
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IN THE CIRCUIT COURT OF COVINGTON COUNTY, ALABAMA

STATE OF ALABAMA,

PLAINTIFF.

VS.

CASE NO. CC-1003-187

LAYRIE EARL JONES,

DEFENDANT.

ORDER

Upon consideration of the motion of the prosecutor seeking a revocation of the defendant's bond, the motion stating with particularity certain facts and circumstances alleged to constitute a material breach of the mandatory conditions of the defendant's release, it is hereby ORDERED that the defendant be forthwith arrested and brought before this Court for a hearing on revocation or modification of the release order, pursuant to Rule 7, Ala.R.Crim.P. A copy of the motion shall be served with this warrant, and the defendant shall be brought before the Court for a hearing within 72 hours of his arrest.

The Clerk shall furnish a copy hereof unto the District Attorney and unto the defendant's attomey, if any. Done and Ordered this the 3/ day of Cally, 2003.

FILED IN OFFICE

nct 3 1 2003

Executed

by placing

signature